

**Zoning Public Hearing
CITY OF AUSTIN
RECOMMENDATION FOR COUNCIL ACTION**



**AGENDA ITEM NO.: Z-15
AGENDA DATE: Thu 04/28/2005
PAGE: 1 of 1**

SUBJECT: C14-77-053 (RCT) – Conduct a public hearing and approve a termination of a restrictive covenant of record in Volume 6626, Page 283, Deed Records of Travis County, Texas. The subject property is located at 602 Davis Street (Town Lake Watershed). Zoning and Platting Commission: To grant the request to terminate the restrictive covenant. Applicant: Sack Family Holding, LTD. (Charles T. Sack). Agent: Graves Dougherty, Hearon & Moody (Rick Triplett) City Staff: Thomas Bolt, 974-2755

REQUESTING Neighborhood Planning **DIRECTOR'S**
DEPARTMENT: and Zoning **AUTHORIZATION:** Greg Guernsey

RESTRICTIVE COVENANT TERMINATION REVIEW SHEET

CASE: C14-77-053 (RCT)

Z.A.P DATE: April 5, 2005

CITY COUNCIL: April 28, 2005

ADDRESS: 602 Davis Street

OWNER AND APPLICANT: Sack Family Holdings, LTD.

AGENT: Graves, Dougherty &
Moody, (Rick Triplett)

EXISTING ZONING: CBD (approved April 07, 2005 from CS) **AREA:** 1.910 acres

SUMMARY STAFF RECOMMENDATION:

Staff recommends a Termination of the Restrictive Covenant for 602 Davis Street.

ZONING AND PLATTING COMMISSION RECOMMENDATION:

APPROVED STAFF'S RECOMMENDATION TO TERMINATE THE RESTRICTIVE COVENANT; BY CONSENT. [J.M; J.G 2ND] (9-0)

ISSUES:

This case is being brought forward as a result of a Council Resolution that was passed on February 12, 2004. The resolution decreed that the Rainey Street area, bounded by Cesar Chavez, Waller Creek, IH-35 and Town Lake be rezoned, and that staff conduct a comprehensive study on the best use of the properties in the Rainey Street area. The subject property has a Restrictive Covenant, which requires that development comply with a site plan contained in the Restrictive Covenant.

DEPARTMENT COMMENTS:

The Restrictive Covenant would prohibit the future redevelopment of this property, as envisioned by The City of Austin, City Council when it directed staff to initiate rezoning in the Rainey Street area. The area is in the process of being rezoned to CBD with potential modifications to the Waterfront Overlay

EXISTING ZONING AND LAND USES:

	ZONING	LAND USES
<i>Site</i>	CS	Developed
<i>North</i>	SF-3; CBD-CURE *	Single family residences;
<i>South</i>	P	Mexican- American Cultural Center
<i>East</i>	SF-3 *	Single Family residences
<i>West</i>	MF-3*	Condominiums
*	Within boundaries to be zoned CBD	

PLAN AREA: Rainey Street Area

TIA: Is not required

CAPITOL VIEW CORRIDOR: N/A**HILL COUNTRY ROADWAY: N/A****NEIGHBORHOOD ORGANIZATIONS:**

#300 Terrell Lane Interceptor Assn.
 #402 Downtown Austin Neighborhood Assn (DANA)
 #477 El Concillio, coalition of Mexican American Neighborhoods Assn.
 #511 Austin Neighborhoods Council
 #613 Holly Street Association
 #623 City of Austin Downtown Commission
 #742 Austin Independent School District
 #744 Sentral Plus East Austin Koalition (SPEAK)
 #960 Lower Waller Creek

SCHOOLS:

Sanchez Elementary School
 Martin Junior High School

CASE HISTORIES:

NUMBER	REQUEST	PLANNING COMMISSION	CITY COUNCIL
C14-04-0078	CBD-CURE, CS, MF-3 and SF-3 to CBD	Approved CBD-CO zoning. The conditional overlay limits the property to DMU site development regulations. The properties already zoned CBD-CURE are to be excluded from this case, as well as the properties along the west side of Rainey Street between Davis Street and River Street. In addition, properties in this area are to be subject to compatibility, unless they meet the development incentives to be determined in the Rainey Street District of the Waterfront Overlay. For homes in the National Registered Historic District, Commission recommends a change to GR-MU-CO zoning. The conditional overlay would prohibit the issuance of a demolition permit, a relocation permit and an exterior remodel permit, until a study has been done by City staff on	Approved 1 st reading CBD. Approved 2nd & 3 rd reading 04/07/05

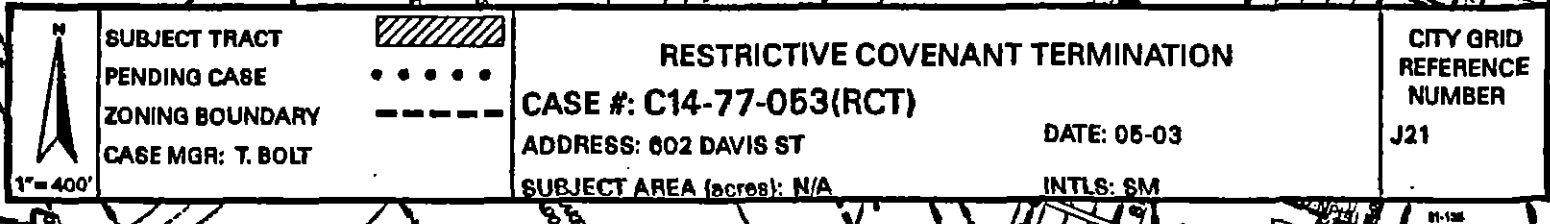
		the historic properties.	
C14-99-0001	LO to DMU-CO	Approved DMU-CO. The conditional overlay limits the property to 2,000 vehicle trips per day (Vote: 8-0). 3/23/99	Approved PC recommendation (Vote: 6-0). 7/1/99
C14-00-2048	SF-3 to DMU-CO	Approved DMU-CO. The CO limits the property to 2,000 trips per day and limits height to 25 feet (Vote: 7-0). 4/18/00	Approved PC recommendation (Vote: 6-0). 5/18/00.
C14-00-2195	GR and CBD to CBD-CURE	Approved CBD-CURE subject to the following CURE standards: the F.A.R. of the property is limited to 10:1; personal services, personal improvement services, restaurant (fast food), and financial services are conditional uses; drive in service as an accessory use is prohibited; 50% of the street frontage along Cesar Chavez shall be pedestrian oriented uses; 25% of the street frontage along Trinity Street shall be for pedestrian oriented uses; No pedestrian oriented uses are required along Red River Street; 100% of the Creek frontage along Waller Creek shall be for pedestrian oriented uses; the calculations for pedestrian oriented uses shall not include lobbies or parking garage entrances (Vote: 8-0). 11/14/04	Approved PC recommendation (Vote: 7-0). 12/14/00.
C14-00-2196	CS to CBD-CURE	Approved CBD-CURE subject to the following CURE standards: the F.A.R. of the property is limited to 10:1; no pedestrian oriented uses are required along Red River; 100% of the creek frontage along Waller Creek shall be pedestrian oriented uses. The property is also restricted to 1 of 2 scenarios; 1) A building constructed within 40 feet of the south property line may not exceed 60 feet or a building constructed within 40 and 80 feet of the south	Approved PC recommendation (Vote: 7-0). 12/14/00

		property line may not exceed 120 feet; 2) A building may not be constructed within 60 feet of the south property line. Any building constructed beyond 60 feet of the property line does not have a height limit (Vote: 8-0). 11/14/00	
C14-00-2197	CS and MF-4 to CBD-CURE	Approved CBD-CURE subject to the following CURE standards; the F.A.R. of the property is limited to 10:1; personal services, personal improvement services, restaurant (fast food), and financial services are conditional uses; drive in service as an accessory use is prohibited; 50% of the street frontage along Cesar Chavez and Red River Street shall be for pedestrian oriented uses; no pedestrian oriented uses are required along Driskill Street. The calculation of street frontage shall not include lobbies or garage entrances (Vote: 8-0). 11/14/00	Approved PC recommendation (Vote: 7-0). 12/14/00.

RELATED CASES:

C14-77-053 – Rezone from “A” Residential to “C” Commercial, Ordinance 770811-D

CITY COUNCIL DATE: April 28, 2005**ACTION:****ORDINANCE NUMBER:****CASE MANAGER:** Thomas Bolt **PHONE:** 974-2755 e-mail: Thomas.bolt@ci.austin.tx.us



TERMINATION OF RESTRICTIVE COVENANT
FOR
ZONING CASE: C14-77-053

Owner: SACK FAMILY HOLDINGS, LTD.,
a Texas limited partnership

Address: P.O. Box 17936, Austin, Texas 78760

City: The City of Austin, a home-rule city, municipal corporation and political subdivision of the State of Texas, in Travis County, Texas.

City Council: The City Council of the City of Austin.

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the Owner to the City of Austin, the receipt and sufficiency of which is acknowledged.

WHEREAS, by Amended Restrictive Covenant (the "Amendment") dated June 8, 1979, and recorded in Volume 6626, Page 283, Real Property Records of Travis County, certain restrictions were imposed against property consisting of approximately an 84.981 square foot tract of land and a 734.5 square foot tract of land, (the "Property"), as more particularly described in the Amendment, and,

WHEREAS, the Amendment provided that the covenant could be modified, amended, or terminated by joint action of both (a) a majority of the members of the City Council and (b) the owners of the Property at the time of such modification, amendment or termination; and,

WHEREAS, Sack Family Holdings, Ltd., a Texas limited partnership, is the current owner (the "Owner") of the Property on the date of this termination and desires to terminate the Amendment; and,

WHEREAS, the City Council and the Owner agree the Amendment should be terminated;

NOW, THEREFORE, for and in consideration of the premises and mutual promises, covenants, and agreements hereinafter set forth, the City of Austin and the Owner, agree as follows:

1. The Amended Restrictive Covenant is terminated by this termination.
2. The City Manager, or his designee, shall execute, on behalf of the City, this Termination of Restrictive Covenant for Zoning File No. C14-77-053 (the "Termination of Restrictive Covenant") as authorized by the City Council. This Termination of Restrictive Covenant shall be filed in the Official Property Records of Travis County, Texas, which will terminate the document of record in Volume 6626, Page 283.

EXECUTED to be effective the _____ day of _____, 2005.

OWNER:

**SACK FAMILY HOLDINGS, LTD.,
a Texas limited partnership**

By: **Sack Family Management, Inc.,
a Texas corporation,
its General Partner**

By: _____
Charles T. Sack, President

THE STATE OF TEXAS

COUNTY OF TRAVIS

§
§
§

This instrument was acknowledged before me on this the _____ day of _____, 2005,
by Charles T. Sack, President of Sack Holdings Management, Inc., a Texas corporation, and the corporation
acknowledged this instrument as General Partner of Sack Family Holdings, Ltd., a Texas limited partnership.

Notary Public, State of Texas

CITY OF AUSTIN:

By: _____

**LAURA J. HUFFMAN,
ASSISTANT CITY MANAGER
CITY OF AUSTIN**

THE STATE OF TEXAS

COUNTY OF TRAVIS

§

This instrument was acknowledged before me on this the _____ day of _____, 2005, by **LAURA J. HUFFMAN, as ASSISTANT CITY MANAGER OF THE CITY OF AUSTIN**, a municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

**CITY OF AUSTIN LAW DEPARTMENT
P.O. BOX 1088
AUSTIN, TX 78767-8828
ATTN: DIANA MINTER, PARALEGAL**

ORDINANCE NO. 79 0524-I

WHEREAS, on the 22nd day of July, 1977, James W. Wadley, Vice President and Trust Officer of The State National Bank of El Paso, acting as Independent Executor and Trustee under the Will of Fannie Montgomery Hunt, a national banking corporation, by a document of record in Volume 5871, at Page 2288, of the Deed Records of Travis County, Texas, imposed certain restrictions and covenants on the following described property, to-wit:

All that certain tract, piece or parcel of land, lying and being situated in the County of Travis, State of Texas, described in Exhibit "A" attached hereto and made a part hereof for all purposes, to which reference is here made for a more particular description of said property; and,

WHEREAS, said above-described property has henceforth been conveyed to Printing Properties, a partnership composed of Clarence E. Saegert, John E. Gray, Jr., and Fred A. Wendlandt, in Volume 5870, at Page 1662 and Volume 5688, at Page 1323, of the Deed Records of Travis County, Texas; and,

WHEREAS, said above-described document provides therein that it may be modified by joint action of both the City Council and the owner of the above-described property at the time of such modification; and,

WHEREAS, the City Council of the City of Austin and the owner of the above-described property agree that said document should be modified by amending the original site plan as set out in the "Modification and Amendment of Covenants and Restrictions", attached hereto and incorporated herein as Exhibit "B"; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

PART 1. That the City Manager of the City of Austin is hereby authorized to execute on behalf of the City of Austin a document to be filed in the Deed Records of Travis County, Texas, which will modify the document of record in Volume 5871, at Page 2288, of the Deed Records of Travis County, Texas.

PART 2. WHEREAS, an emergency is apparent for the immediate preservation of order, health, safety and general welfare of the public, which emergency requires the suspension of the rule providing for the reading of an ordinance on three separate days, and requires that this ordinance become effective immediately upon its passage; therefore, the rule requiring the reading of three separate days is hereby suspended and this ordinance shall become effective immediately upon its passage as provided by the Charter of the City of Austin.

PASSED AND APPROVED

May 24, 1979

APPROVED:

City Attorney

X
X
X

Carol Zetter McClary

Mayor

ATTEST:

City Clerk

THE STATE OF TEXAS X
COUNTY OF TRAVIS X

AMENDED
RESTRICTIVE COVENANT

C14-77-053

WHEREAS, PRINTING PROPERTIES, a partnership composed of CLARENCE E. SAEGERT, JOHN E. GRAY, JR., and FRED A. WENDLANDT, is the owner of the following described property, to-wit:

TRACT 1: 84,981.11 square feet of land out of Outlot Seventy-three (73), Division "E", City of Austin, Travis County, Texas, as conveyed to Printing Properties by deed of record in Volume 5270, Page 1662, Deed Records of Travis County, Texas, and being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes.

TRACT 2: 734.80 square feet of land out of and being a portion of that tract in Outlots Seventy-two (72) and Seventy-three (73), Division "E", City of Austin, Travis County, Texas, as conveyed to Earl M. McClure, Jr. and wife, Mary McClure by deed of record in Volume 5688, Page 1323, Deed Records of Travis County, Texas, and being more particularly described by metes and bounds in Exhibit "B", attached hereto and made a part hereof for all purposes.

TRACTS 1 and 2 represent the following property: Lot 1, Red River Addition, a subdivision in Austin, Travis County, Texas, according to the map or plat of record in Volume 78, Page 94, Plat Records of Travis County, Texas; and a 50' x 50' access easement for benefit of said Lot 1 as reserved in a deed dated 8th day of June, 1979, from Printing Properties to Earl M. McClure, Jr. and wife, Mary McClure, said deed yet to be recorded.

WHEREAS, the above described property is currently impressed with certain covenants and restrictions running with the land, as set out in Volume 5871, Page 2283, Deed Records of Travis County, Texas; and

WHEREAS, the City of Austin, by more than a majority of the members of the City Council, and PRINTING PROPERTIES, a partnership composed of CLARENCE E. SAEGERT, JOHN E. GRAY, JR., and FRED A. WENDLANDT, have agreed to remove the covenants and restrictions as set out in Volume 5871, Page 2283, Deed Records of Travis County, Texas, and in lieu of said restrictions and covenants, impress the following restrictions and covenants to run with the land, as set forth herein:

NOW, THEREFORE, PRINTING PROPERTIES, a partnership composed of CLARENCE E. SAEGERT, JOHN E. GRAY, JR., and FRED A. WENDLANDT,

for and in consideration of One and No/100 Dollar (\$1.00) and other good and valuable consideration in hand to the undersigned paid by the City of Austin, receipt of which is hereby acknowledged, does hereby agree with respect to said property described above, such agreement to be deemed and considered as a covenant running with the land, and which shall be binding on it, its successors and assigns, as follows, to-wit:

1. No improvements shall be constructed on the above described property except those indicated on a site plan heretofore approved by the Austin City Council, a copy of which is attached hereto and made a part hereof, marked Exhibit "C".

2. If any person, persons, corporation or entity of any other character shall violate or attempt to violate the foregoing agreement and covenant, it shall be lawful for the City of Austin, a municipal corporation, its successors and assigns, to prosecute proceedings at law or in equity, against said person or entity violating or attempting to violate such agreement or covenant and to prevent said person or entity from violating or attempting to violate such agreement or covenant.

3. If any part or provision of this agreement or covenant herein contained shall be declared invalid, by judgment or court order, the same shall in nowise affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full force and effect.

4. The failure at any time to enforce this agreement by the City of Austin, its successors and assigns, whether any violations hereof are known or not, shall not constitute a waiver or estoppel of the right to do so.

5. This agreement may be modified, amended or terminated only by joint action of both (a) a majority of the members of the City Council of the City of Austin, or such other governing body as may succeed the City Council of the City of Austin, and (b) by the owners of the above described property at the time of such modification, amendment or termination.

6. It is further agreed that these covenants and restrictions will replace and be substituted for those covenants and restrictions as set out in Volume 5871, Page 2283, and they are hereby fully released and of no further effect on the above described property.

EXECUTED this 8th day of June, 1979.

PRINTING PROPERTIES

CITY OF AUSTIN

By

Don H. Davidson
City Manager

By

CLARENCE E. BAEGERT, Partner

By

JOHN H. GRAY, JR., Partner


By

FRED A. WENDLANDT, Partner

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared CLARENCE E. SAEGERT, a member of the partnership firm of PRINTING PROPERTIES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of PRINTING PROPERTIES, a partnership, for the purposes and consideration therein expressed and in the capacity therein stated.


Given under my hand and seal of office this 8th day of June, 1979.


Notary Public in and for
Travis County, Texas
Sheryl Gillett
My commission expires 8-24-80

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared JOHN H. GRAY, JR., a member of the partnership firm of PRINTING PROPERTIES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of PRINTING PROPERTIES, a partnership, for the purposes and consideration therein expressed and in the capacity therein stated.


Given under my hand and seal of office this 8th day of June, 1979.


Notary Public in and for
Travis County, Texas
Sheryl Gillett
My commission expires 8-24-80

THE STATE OF TEXAS I
COUNTY OF TRAVIS I

BEFORE ME, the undersigned authority, on this day personally appeared FRED A. WENDLANDT, a member of the partnership firm of PRINTING PROPERTIES, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of PRINTING PROPERTIES, a partnership, for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 8th day of June, 1979.


Notary Public in and for
Travis County, Texas
Sheryl Gillett
My commission expires 8-24-80

by deed of record in Volume 5688, Page 1323 of the Travis County, Texas Deed Records, also being the Southeast corner of Lot 1, Block 4 of the Driskill and Rainey Subdivision, as recorded in Book 1, Page 22 of the Travis County, Texas Plat Records, said pipe found being the Northwest corner of this tract and the PLACE OF BEGINNING hereof

THENCE with the South right of way line of Davis Street and the North property line of the Printing Properties tract S $71^{\circ}02'E$ for a distance of 50.00 feet to an iron stake set for the Northeast corner hereof

THENCE S $18^{\circ}39'W$ for a distance of 50.00 feet to an iron stake set for the Southeast corner hereof

THENCE N $71^{\circ}02'W$ for a distance of 50.00 feet to an iron stake set in the West property line of the Printing Properties tract and the East property line of the McClure tract for the Southwest corner hereof

THENCE with the West property line of the Printing Properties tract and the East property line of the McClure tract N $18^{\circ}39'E$ for a distance of 50.00 feet to the PLACE OF BEGINNING and containing 2,499.96 square feet or 0.06 acre of land more or less.

EXHIBIT "A"

FIELD NOTES FOR:

TRACT #1 84,981.11 SQUARE FEET OF LAND OUT OF OUTLOT 73, DIVISION "E" IN THE CITY OF AUSTIN, TEXAS AS CONVEYED TO PRINTING PROPERTIES BY DEED OF RECORD IN VOLUME 5870, PAGE 1662 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pipe found at the intersection of the South right of way line of Davis Street with the West right of way line of Red River Street, being the Northwest corner of the above described Printing Properties tract and the Northeast corner of that tract conveyed to Earl M. McClure, Jr., and wife, Mary McClure, by deed of record in Volume 5688, Page 1323 of the Travis County, Texas Deed Records, also being the Southeast corner of Lot 1, Block 4 of the Driskill and Rainey Subdivision as recorded in Book 1, Page 22 of the Travis County, Texas Plat Records, said pipe found being the Northwest corner of this tract and the **PLACE OF BEGINNING** hereof

THENCE with the South right of way line of Davis Street and the North property line of the Printing Properties tract S 71°02'E for a distance of 196.00 feet to an iron stake found in the West right of way line of a 20 foot wide alley for the Northeast corner hereof, same being the Northeast corner of the Printing Properties tract

THENCE with the East property line of the Printing Properties tract and the West right of way line of said 20 foot wide alley S 18°39'W for a distance of 495.00 feet to an iron pipe found for the Southeast corner hereof, same being the Southeast corner of the Printing Properties tract

THENCE with the South property line of the Printing Properties tract, N 38°51'W for a distance of 114.00 feet to an iron pipe found for an angle point hereof

THENCE continuing with the South property line of the Printing Properties tract, N 39°36'W for a distance of 117.44 feet to an iron pipe found for the Southwest corner hereof, same being the Southwest corner of the Printing Properties tract and the Southeast corner of the above mentioned McClure tract

THENCE with the West property line of the Printing Properties tract and the East property line of the McClure tract, N 18°39'E for a distance of 373.03 feet to the **PLACE OF BEGINNING** and containing 84,981.11 square feet or 1.9508 acres of land more or less.

SAVE AND EXCEPT:

2,499.96 SQUARE FEET OF LAND OUT OF AND BEING A PORTION OF THE ABOVE DESCRIBED PRINTING PROPERTIES TRACT IN OUTLOT 73, DIVISION "E" THE CITY OF AUSTIN, TEXAS OF RECORD IN VOLUME 5870, PAGE 1662 OF THE TRAVIS COUNTY, TEXAS DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron pipe found at the intersection of the South right of way line of Davis Street with the West right of way line of Red River Street, being the Northwest corner of the above described Printing Properties tract and the Northeast corner of that tract conveyed to Earl M. McClure, Jr., and wife, Mary McClure,

EXHIBIT "B"

TRACT #2 734.50 SQUARE FEET OF LAND OUT OF AND BEING A PORTION OF THAT TRACT IN OUTLOTS 72 AND 73, DIVISION "E", THE CITY OF AUSTIN, TEXAS AS CONVEYED TO EARL M. MCCLURE, JR., AND WIFE, MARY MCCLURE, BY DEED OF RECORD IN VOLUME 5688, PAGE 1323 OF THE TRAVIS COUNTY TEXAS DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING FOR REFERENCE at an iron pipe found at the Southeast corner of the above described McClure tract, same being the Southwest corner of that tract conveyed to Printing Properties by deed of record in Volume 5870, Page 1662 of the Travis County, Texas Deed Records

THENCE with the East property line of the McClure tract and the West property line of the Printing Properties tract N 18°39'E for a distance of 44.50 feet to an iron stake set for the Southeast corner of this tract and the PLACE OF BEGINNING hereof

THENCE N 71°21'W for a distance of 13.00 feet to an iron stake set for the Southwest corner hereof

THENCE N 18°39'E for a distance of 50.00 feet to an iron stake set for the Northwest corner hereof

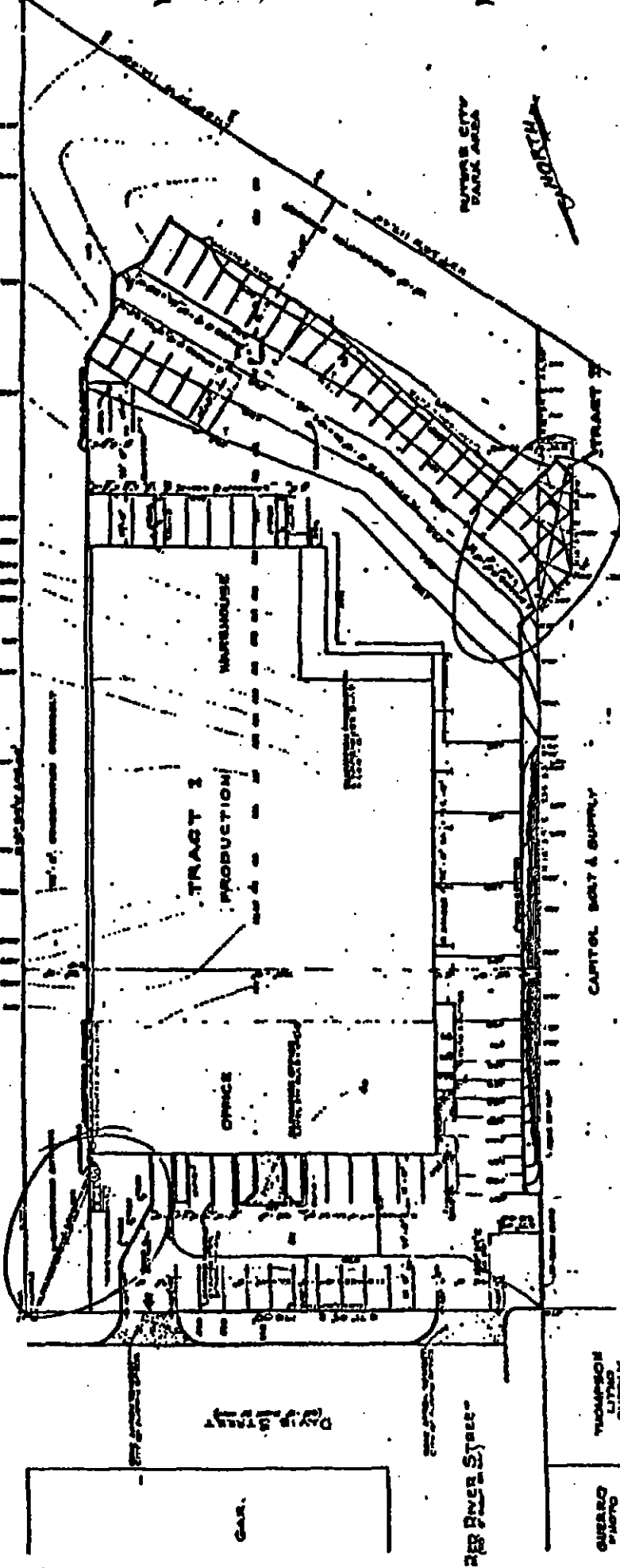
THENCE N 63°39'E for a distance of 18.38 feet to an iron stake set in the East property line of the McClure tract and the West property line of the Printing Properties tract for the Northeast corner hereof

THENCE with the East property line of the McClure tract and the West property line of the Printing Properties tract, S 18°39'W for a distance of 63.00 feet to the PLACE OF BEGINNING and containing 734.50 square feet of land more or less.

EXHIBIT "C"

RESIDENTIAL

ALLEY (part of map as not)



PARKING
OFFICE (2000 sq ft)
WAREHOUSE (4000 sq ft)
PRODUCTION (25,000 sq ft)

Media
sq ft
4
25
29

PROVIDE

LAND USE COVERAGE
GROSS AREA - LAND 58,112 sq ft 100%
BUILDING AREA 27,400 sq ft 57.19%
PARKING 27,187 sq ft 57.82%
GREENBELT 25,525 sq ft 54.49%

CAPITAL BUILT & SUPPLY

THOMPSON LUMBER SUPPLY

GUERRA PHOTO

2nd Street

DANIEL STREET

CAR

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared DAN H. DAVIDSON, known to me to be the person whose name is subscribed to the foregoing instrument as City Manager of the City of Austin, Texas, a municipal corporation, and acknowledged to me that he executed the same in such capacity as the act and deed of said City of Austin for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of

July, 1979.

Janet R. Pipkin
Notary Public in and for
Travis County, Texas

JANET R. PIPKIN
Typed or Printed Name of Notary Public